the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement.

Section 12.5 - Amendment/Waiver: This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the Company and the Union; any oral statement or oral agreements will be of no force or effect whatsoever. The waiver or breach of any term or condition of this Agreement by either party will not constitute a precedent in the future enforcement of any such term or condition.

<u>Section 12.6 - Separability</u>: Nothing in this Agreement is intended to violate any federal or state laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part will be null and void, and the parties agree to amend it.

### **ARTICLE 13 - COMPANY POLICIES**

The Company retains the right to make reasonable rules and policies, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of the Company's business. The Company will provide the Union and the employees at least ten (10) calendar days' advance written notice of any new or changed

rule or regulation before the rule or regulation goes into effect. Application of Company rules will apply equally to all members of the Union employed by the Company.

#### **ARTICLE 14 - SAFTEY**

Section 14.1 - Safety Importance: The health and welfare of employees is a primary concern of both the Company and the Union. Both parties recognize the importance of achieving and maintaining a high level of safety in all operations of the Company. Both parties also recognize the importance of reducing on-the-job injuries and controlling property damage and production losses. Both parties recognize the value of safety rules and practices, as well as preventive and corrective safety measures.

Therefore, the Union agrees to stress safety to its members and will work together with the Company in promoting safety in the workplace.

Drivers will be allowed to carry water bottles on buses. Water must be stored and not consumed while the bus is in motion. Bottles must have sealable lids.

Employees shall not use a cellular telephone while operating a school bus except under the following conditions:

- a. For the purposes of communication with any of the following regarding an emergency, business related situation only, and to the exclusion of personal business;
  - 1. An emergency system response operator or 911 public safety communications dispatcher;
  - 2. A hospital or emergency room;
  - 3. A physician's office or health clinic;
  - 4. An ambulance or fire department rescue service;

5. A fire department;

6. To call for assistance if there is a mechanical breakdown or

mechanical problem impairing the operations of the bus;

7. When the school bus is parked.

Section 14.2 - Hepatitis B Shots: If an employee is exposed to Hepatitis B within the

course of their employment, the Company will pay for the employee to receive a Hepatitis

B shot.

Section 14.3 - Flu Shots: The Company will provide a flu shot to any employee interested

in receiving one provided that they receive the shot on the Company-designated date

(during Christmas recess) at a Company-designated location.

Section 14.4 - Company Attire: Shorts are allowed as long as they do not pass the knee

while sitting. Sweat pants will not be allowed. The dress code for all classes and

meetings will be causal but in good business taste.

**ARTICLE 15 - RETIREMENT** 

The employees will continue to be offered participation in a 401(k) plan. The

Company reserves the sole and exclusive right to change, delete or modify this plan at

any time without bargaining with the Union.

ARTICLE 16 - FUNERAL LEAVE

Section 16.1 - Eligibility: Employees who miss scheduled work in order to attend the funeral

of a member of their immediate family will be granted up to three days off with pay.

"Immediate family" will be defined as the employee's current spouse, domestic partner,

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mother, father, son, daughter, sister, brother, grandparent and current mother-in-law/father-in-law; or grandchildren living under the custody of the employee if the employee is the legal guardian of the grandchild. The name of the domestic partner must be registered in advance with the Contract Manager, using a form provided by the Company. Additional days off, without pay, may be requested for extenuating circumstances.

Section 16.2 -Funeral Leave Pay Calculation: Funeral leave pay will be the average daily straight-time HTS wages for the last full week preceding the leave not to exceed eight (8) hours each day. Pay for funeral leave will not be considered as time worked for the purpose of computing overtime.

#### ARTICLE 17 - HEALTH AND LIFE INSURANCE

# Section 17.1 - Qualified Employee Defined: A qualified employee will:

- (a) Have at least ninety (90) workdays of seniority since his/her most recent date of hire
- (b) Have made through payroll deductions all contributions as provided for in this article
- (c) Be an employee assigned to the Driver classification who, except as provided in Section 17.2 of this article, has worked or received compensation for at least sixty-five (65) straight-time hours each calendar month, except that in the months of December and June the minimum eligible hours are reduced to thirty (30).

Section 17.2 - Premiums: Effective 7/1107 the Company will pay \$145 per month for each qualified employee toward the Company's plan or other bona fide plan

purchased by the employee with appropriate receipts. Effective 7/1/08 such reimbursement shall be up to \$155.

<u>Section 17.3 - Life Insurance</u>: All School Bus Drivers are eligible for \$5,000 in life insurance pursuant to the Company plan.

#### **ARTICLE 18 - JURY DUTY**

Section 18.1: In the event an employee is summoned to serve as a juror in court, such employee will receive a normal day's HTS straight-time pay for each day of required presence in court up to a maximum of thirty (30) days for the life of this Agreement; provided, however, that any compensation received for such service will be turned over to the Company. Such repayment will not exceed the employee's normal daily pay less bona fide expenses.

Section 18.2: If the employee is released from jury service before 3:00 p.m., he/she is required to immediately report to the place of employment in order to be eligible for jury duty pay for the day, provided that jury duty and additional work hours will not exceed eight (8) daily hours combined. Time spent on jury duty will not count as time worked for the purposes of computing overtime.

#### **ARTICLE 19 - HOURS OF WORK**

<u>Section 19.1 - Regular Workday</u>: The regular workday will be determined by the requirements of the transportation schedule developed by the Company and/or its revenue customers.

<u>Section 19.2 - Regular Workweek</u>: The regular workweek will be determined by the Company. Employees will be provided with at least ten (10) workdays' notice if the workweek changes.

Section 19.3 - Overtime: A driver will be paid time -and -one -half (I -1 / 2 ) the normal straight- time hourly rate of pay in effect for all home-to-school, extracurricular and non-revenue hours when the total of such hours worked exceeds forty (40) in a workweek.

Section 19.4 - Check-out and Clean-up Time: A driver will perform and document a pre-trip inspection on his assigned vehicle each day prior to the beginning of his route (first pull). A driver may also be required to remove all trash or other material left behind by passengers. Up to ten (10) minutes per day will be allowed and paid for this activity; provided the driver furnishes the Company with documentation that the work has been performed. For charter and extracurricular up to thirty (30) minutes clean-up time will be allowed; however, driver hours on the trip ticket and time record must match (be identical).

Section 19.5 - Maintenance Shuttling of Park-outs: An employee allowed to park out as provided for in Article 27 of this Agreement will be required to drive his bus to the Company's facility for work as directed, and the time spent driving to and from the Company's facility, in addition to time spent waiting at the facility, will not be compensated time. Except in an emergency, the Company will notify the driver of a scheduled maintenance requirement not later than 12:00 noon on the preceding workday.

Section 19.6 - Dry Runs: A driver assigned a dry run will be paid at the driver's pay rate for the time required to complete the run.

Section 19.7 - Interruption of Operation: None of the hourly guarantees of this Agreement will apply if the services of the Company are interrupted by forces outside of the Company's control, which includes but is not limited to fire, flood, earthquake, interruption of facility power or water, Act of God, or when ordered to do so by any public utility or law enforcement agency.

Section 19.8 - Lunch and Work Breaks: The Company will agree to abide by the appropriate wage and hour laws governing lunch and work breaks.

Transit Drivers will be paid from reporting time to end of shift which shall include any breaks required by wage and hour laws and a paid meal break. Transit Drivers understand that if they are entitled to a paid meal break, they shall be required to report back to their next work assignment at the specified time.

<u>Section 19.9 - Classroom Training</u>: When business needs allow, classes will be scheduled between routes.

# ARTICLE 20 - CATEGORIES OF WORK

Section 20.1 - Home-to-School Work: Home-to-school work will consist of picking up student/clients at a prescribed location and delivering them to a school/center and/or taking students/clients from a school/center to a prescribed location. Home-to-school will also include regularly assigned mid-day assignments including but not limited to therapy shuttles, educational enhancement trips, individualized education plan (IEP) meetings, and any other work that is assigned to or attached to a home-to-school route.

The company shall guarantee all school bus drivers during the regular school year a total of four (4) hours of work per day for drivers that are scheduled and complete an

a.m. and p.m. shift. Should a driver's workday be less than four hours, that driver shall be required to report to the Contract Manager for additional duties. Summer school shall no be part of this guarantee.

Section 20.2 - Extracurricular Work: Extracurricular work will be defined to include field trips, athletic runs or other non-regularly scheduled transportation activity performed for a school, school district or other client with whom the Company also has a home-to-school contract. Such work will be assigned by seniority on a rotational basis.

Section 20.3 - Charter Trip Cancellation: If a charter trip is cancelled four (4) hours or less prior to the departure the driver will receive four (4) hours of pay at the trip rate. Such time will not be included in overtime calculation.

<u>Section 20.4 - Work Qualifications</u>: In order to qualify for a category of work under this Agreement, an employee must be fully qualified to operate the required equipment safely and efficiently and must possess all required licenses and certificates for the category of work desired and all required in-service hours must be current.

<u>Section 20.5 - Extra Work Defined</u>: Extra work is defined as irregularly occurring, revenue producing driving work. Drivers may bid off their regularly scheduled home-to-school route in order to accept extra work, unless specifically prohibited in the revenue contract with the customer. Special needs drivers will not be allowed to take any extracurricular trips or charter trips that interfere with their assigned route. Any trip of one hour or less will not be part of the trip list.

Section 20.6- Extra Work Sign-up: The Company will post a notice in the first week of September, the first week in January and the last week in May, to be effective the following week, to allow employees to sign up for extra trip work. A qualified employee

wishing to be considered for extra trip work, such as charter, extracurricular, field trips, fire runs, etc., will sign their name on this roster each time that it is available. Names will not be carried over from one sign-up period to the next; a driver must sign up each time they are interested in being considered for this work. If a driver fails to sign up within the five (5) day sign-up period, they must wait until the next sign-up period. Extra trips will be assigned in seniority order on a rotation basis of school bus drivers only. If an extra trip is canceled and then rescheduled, it will be offered to the same driver if he/she is available. The trip rotation list will be made available to the Liaison Officer as soon as practical, upon request. Probationary employees may include their names on the trip list, but may not bid on trips. In the event the trips can not be filled by non-probationary employees, the trips shall be assigned by inverse seniority.

Section 20.7 - No Notice Extra Work: When the Company received extra work with less than a forty-eight (48) hour notice, then the Company may assign work by seniority to drivers that volunteer for such assignments. If not employee accepts the work, the Company may assign the work to the least senior driver.

Section 20.8 - Customer Preferences/Disqualification: If a customer requests that a specific driver perform the extra work, then the work will be offered to that driver without regard to his/her seniority place on the extra trip list or the other provisions of this Agreement. If the driver declines that work, then it will not be considered a turn-down as in Section 20.9 below. If a customer refuses to accept a specific driver, then that employee will be passed on the extra trip list and will be offered the next available trip. The Company will note on the trip log the particular request of the customer, if any. Drivers are not allowed to solicit the customer for trips.

Section 20.9 - Extra Work Notification and Turn-downs: In the event an employee is given four (4) days or more notice of such work, that employee will have twenty four

hours to decline such trip. If an employee is given less than four days notice of such work, and if the employee is notified in the a.m. he will have until the p.m. run to decline the trip. A driver may turn down an extra work assignment up to two (2) times within a sign-up period. When a driver turns down three (3) trips within a sign-up period, his name will be removed from the extra work list until the next list is posted. However, if the trip offered would have taken the driver off of his regularly scheduled bid route, the employer will mark the driver as not available (NA). If a driver has pre-approved time off in writing at least two weeks in advance, then his/her rejection of extra work shall not be considered a "turn down." The Liaison Officer may turn down work in the event that he is required to attend to Union business, without penalty. Accidents/Incidents incurred while on a trip will remove that driver from the trip rotation for two rotations. Those rotations will not count as turndowns.

<u>Section 20.10 - Overtime Extra Work</u>: No employee will be allowed to accept a trip that will knowingly create overtime based upon the employee's usual schedule, unless approved in advance by the manager.

<u>Section 20.11 - Overnight Per Diem Allowance</u>: The Company will pay for lodging for a driver who conducts an overnight charter. The Company will reimburse for meals during overnight trips as follows:

Up to 24 hours

Up to 36 hours

10 24 Hours

Up to \$30.00 w/receipt

Up to \$40.00 w/receipt

For every additional twelve (12) hours period after thirty-six (36) hours on the trip, the driver will receive an extra per diem up to \$15.00 if accompanied by a receipt. Reimbursement is for meals that are consumed while on the trip, not after the driver returns to the Location.

Falsification of meal receipts is grounds for discipline up to and including discharge.

Section 20.12 Non-revenue Work: Non-revenue work shall be defined to include all non- driving work performed by a driver and all driving work for which no revenue is generated to the Company. Such work often becomes available with little or no notice and may be offered by seniority. The hourly rate for all non-revenue work shall be equal to the Oregon State minimum wage.

Section 20.13 - Extracurricular Trip Cancellation: If an extracurricular trip is cancelled without notice, the driver will receive two (2) hours' pay. If an extracurricular trip is cancelled with one hour's notice or more, the driver will receive no pay.

Section 20.14: Sorority and Fraternity Party Trips: Drivers that run college sorority and fraternity trips will be paid an additional four (4) hours at the Charter/Extra Curricular rate of pay. This guaranteed time that is not time worked will not be considered for the purposes of overtime.

Section 20.15: Staff Assignment of Work: The Company shall not assign bargaining unit work to any staff member for the sole objective of denying a work opportunity to a member of the bargaining unit. It is understood, however, that from time to time, a member of the staff may perform bargaining unit work in the case of emergency when no member of the bargaining unit is available to perform that work.

# **ARTICLE 21 - ROUTE ASSIGNMENTS**

Section 21.1 - Review of Routes: All routes and work assignments will be subject to review and reassignment as provided in this article. The Company will determine the

number of bid periods and their frequency based upon its legitimate business needs and the desires of its contracting entities.

Section 21.2 - Notification of intention to Return: An employee intending to return to work for the Company at the start of the fall school year, on a form provided by the Company and made available to the employee prior to the last day of the school year, will notify the Company of his intention to return.

Section 21.3 - Notification of Route/Work Assignment: The Company will notify each qualified returning employee of the date of the new school year bid.

Section 21.4 - Route Assignment and Bidding: Prior to the beginning of each school year, the Company will conduct an open bid for all routes. Routes will be awarded based upon seniority; provided, however, that the senior employee must be in possession of the proper credential and licenses at the time of the bid. Section 21.5 - Medical Waiver: The Company will allow employees who are on a leave of absence to complete the bid process in order to compete for a route provided that the employee has a medical release to return to work prior to the start of the route.

<u>Section 21.6 - Assignment of Remaining Work</u>: Any route or work assignment remaining unassigned following the application of the procedures provided this article may be assigned by the Company to any employee not yet assigned a route.

Section 21.7 - Midyear Openings: If a route becomes open in the middle of the year (except for LOAs), it will be posted for bid for a period of five (5) workdays. The most senior qualified driver who bids on the open route will be awarded that route. This driver's route will then be posted for bid, and the same process will occur. The third opening created will not be posted for bid but will be assigned by management.

Section 21.8 - One-time Rebid: School bus drivers will be allowed to bid off of their existing route and onto an open route one (1) time per year.

<u>Section 21.9 - City Transit Service Openings</u>: School bus operators shall have preference over outside applicants for City Transit Service operator openings.

## ARTICLE 22 - CLASSIFICATIONS AND WAGES

Section 22.1 - Explanation: School bus operator positions covered by this Agreement and the wage rates, differentials, effective dates, methods of administration and payment and related provisions are hereby expressly made a part of this Agreement. All of the provisions of Appendix A are fully enforceable under this Agreement. Conversely, no claim by an employee or by the Union to a wage rate, bonus, differential, effective date, method of administration or payment or other aspect of remuneration not specifically provided for in Appendix A will constitute grounds for a valid grievance under this Agreement.

## ARTICLE 23 - TRAINERS AND STANDBY DRIVERS

<u>Section 23.1 - Selection of Drivers/Trainers</u>: The Company may unilaterally assign an employee to the classification of driver/trainer and may similarly remove an employee from such classification.

Section 23.2 - Fueler: All protective gear will be provided by the Company for employees doing fueling.

# ARTICLE 24 - MANAGEMENT RIGHTS

Section 24.1 - Sole and Exclusive Rights: The Company retains, solely and exclusively, all rights, powers and authorities that it exercised or possessed prior to the execution of this Agreement, except as specifically amended by an express provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authorities retained solely and exclusively by the Company and not amended by this Agreement include but are not limited to the following: to manage, direct and maintain the efficiency of its business and personnel; to manage and control its facilities, equipment and operations; to create, change, combine or eliminate jobs and operations in whole or in part; to discontinue and/or to subcontract work for economic or other reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge and maintain the discipline and efficiency of its employees; to layoff employees; to establish operating standards, schedules of operation and reasonable workload(s); to specify or assign work requirements and require overtime; to assign work and decide which employees are qualified to perform work; to adopt reasonable work rules and rules of conduct, reasonable appearance and safety and penalties for violation thereof, and to amend these rules from time to time; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to adapt, install or operate new equipment or operations; to determine the location and relocation of operations; and to effect technological changes. Nothing contained in this Agreement is intended nor will be construed as a waiver of any of the usual inherent and fundamental rights of management, whether the same has been exercised heretofore or not.

Section 24.2 - Right to Grieve: The exercise of the Company's rights stated herein is

an exclusive function of management. The exercise of the management rights herein does not modify the Union's right to appeal through the grievance procedure as set forth in this Agreement when such exercise is alleged by the Union to violate the letter and intent of the Agreement.

#### **ARTICLE 25 - SICK LEAVE**

Section 25.1 - Accrual: All employees who work at least sixty-five (65) straight-time hours in a calendar month will receive one day of sick pay time for that month, which will be maintained in a "sick leave bank." No employee will accumulate more than fifteen (15) days of sick pay. Employees who, prior to the ratification of this first Agreement, have more than fifteen (15) days in their bank, will not accrue any additional days but will not lose the days accrued.

Section 25.2 - Use in Half-day Increments: Sick leave pay will be used in increments of one-half (Y2) day.

<u>Section 25.3 - Not for Computing Overtime</u>: Time paid for sick leave will not count toward the computation of overtime.

Section 25.4 - No Payout: There will be no payout of any unused sick leave.

Section 25.5 - Legitimate Use: Employees who use their sick leave as a subterfuge for absence from work for any reason other than illness will receive no pay for such day(s) of absence and will be subject to disciplinary action up to and including termination. The Company reserves the right to request verification of the illness from a medical doctor.

Section 25.6 - Use by School Bus Drivers: Sick pay will be paid at the employee's regular

base rate of pay, in one-half day increments, based upon the average number of straighttime hours home-to-school hours per day that the employee worked in the two (2) week pay period immediately preceding the week in which the illness occurs.

## **ARTICLE 26 - NONDISCRIMINATION**

<u>Section 26.1 - Compliance with Law:</u> The Union and the Company agree that no employee will be discriminated against in violation of Oregon state and/or federal law.

<u>Section 26.2 - Gender</u>: All references to employees in the Agreement designate both sexes, and whenever the male or female is used, it will be construed to include both male and female employees.

# ARTICLE 27 - REVENUE CONTRACT TO PREVAIL

The relevant provisions of the revenue contract between the Company and its customer under which an employee of the Company performs work will be incorporated by reference into this Agreement, to the extent that such provisions impose terms, conditions or requirements upon the Company and/or its employees that are not required under the terms of this Agreement. In a situation in which a provision of this Agreement is in conflict with any provision of such revenue contract, the relevant provision(s) of said revenue contract will prevail for all purposes. Nothing in this article will be construed as subjecting any of the terms of the Company's revenue contracts to the grievance and arbitration provisions of this Agreement.

#### **ARTICLE 28 - NONWAIVER**

The parties expressly agree that this Agreement contains the full extent of their agreed

upon proposals resulting from the negotiations of this first contract. All proper issues and subjects were given ample opportunity to be addressed and discussed. Any issue or subject not specifically addressed and limited in this contract remains strictly and solely under the control and discretion of the Company. In the event the Company fails to exercise its rights under this Agreement, for any duration, this failure will not be construed as a waiver of those rights, and past practice will have no bearing on the interpretation of these rights.

### **ARTICLE 29 - DURATION OF AGREEMENT**

<u>Section 29.1 - Effective Date</u>: All terms and conditions of the Agreement will become effective with the first Monday following written notification by the Union of the ratification of this Agreement until and through 12:00 midnight on December 31, 2012.

Section 29.2 - Notice of Termination/Automatic Renewal: If either the Union or the Company desires to modify, amend or terminate this Agreement on December 31, 2012, written notice by certified mail must be given the other party not earlier than ninety (90) days nor later than sixty (60) days prior to such termination date. If no such notice is given, this Agreement will be automatically renewed without change for an additional period of one (1) year, and in such event this Agreement may be terminated or renewed in like manner from year to year thereafter.

Section 29.3 - Extension During Bargaining/Further Notice: Pursuant to such timely notice as provided for in Section 29.2 of this article, negotiations on proposed changes to this Agreement should begin not less than thirty (30) days prior to the expiration date of this Agreement. This Agreement will continue in effect during such negotiations;

provided, however, that in the event no agreement is reached by the expiration date of this Agreement, then this Agreement may be terminated at 12:00 midnight, fifteen (15) days after either party will serve upon the other written notice of its intention to so terminate. If the party so notifying the other of its intention to terminate intends also to engage in economic action against the other, the fact will be so stated in such notice.

# ARTICLE 30 - CITY TRANSIT SERVICE

<u>Section 30.1 - City Contract</u>: All transit employees will receive retirement benefits In accordance with the current prevailing city contract between the Company and the City of Corvallis.

Section 30.2 - Health and Welfare Benefits: All transit employees will receive medical, dental and vision benefits in accordance with the current prevailing city contract between the Company and the City of Corvallis.

Notwithstanding the language above, for the term of this Agreement, the Employer shall pay 100% of dependent coverage for the medical, dental and vision health maintenance organization plan required under the current prevailing city contract between the Company and the City of Corvallis

<u>Section 30.3 - Vacation</u>: All transit employees will receive vacation in accordance with the current prevailing city contract between the Company and the City of Corvallis.

<u>Section 30.4 - Holidays</u>: All transit employees will receive the number of holidays and floating holidays designated in the current prevailing city contract between the Company and the City of Corvallis.

(a) Transit employees will receive eight (8) hours' pay for holidays. Transit employees who work on a holiday will receive eight (8) hours'

holiday pay in addition to their regular route time.

(b) To be eligible to receive holiday pay, an employee must work the last scheduled shift prior to the holiday and the first scheduled shift after the holiday.

<u>Section 30.5 - Sick Leave</u>: All transit employees will receive sick leave in accordance with the current prevailing city contract between the Company and the City of Corvallis.

- (a) Transit employees will receive the amount equal to their route standard for sick leave.
- (b) Employees will accumulate no more sick leave days than the amount the City of Corvallis union employees accumulate.

<u>Section 30.6 - Life Insurance</u>: All transit employees will receive a life insurance policy in the amount of\$35,000 pursuant to the Company Plan. Employer provided life insurance will not be reduced due to age.

<u>Section 30.7 - Long-term Disability</u>: All transit employees will receive long-term disability in accordance with the current prevailing city contract between the Company and the City of Corvallis.

Section 30.8 - Transit Bidding: All transit routes will be bid twice per year, once in December and once in June.

<u>Section 30.9 - Commercial Driver's License</u>: All transit employees will receive reimbursement for the renewal of their commercial driver's license in accordance with the current prevailing city contract between the Company and the City of Corvallis.

Section 30.1 0 - Wages: All transit employees will receive wages in accordance with the

current prevailing city contract between the Company and the City of Corvallis.

Section 30.11 - Extracurricular and Charter Trips: Transit employees will not be allowed to take extracurricular or charter trips.

<u>Section 30.12 - City Transit Service Expiration</u>: All items pertaining to transit drivers will expire in conjunction with the expiration date of the contract between the Company and the City of Corvallis.

Section 30.13 – Overtime Sign-up: Overtime hours shall first be assigned to employees who are not over forty (40) hours in a work week and then on a rotating basis by seniority to those employees who have volunteered on a posted overtime sign-up sheet.

FOR THE COMPANY:

FOR THE UNION:

Cal Hull

Senior Vice President

Jonathan Hunt

President-Business Representative

Date \$/30/11

Date

APPENDIX A

# SCHOOL BUS OPERATOR WAGES

Effective on the dates listed, school bus operators' wages in their home-to-school wage rate are as follows:

	Current			377-288 N P4 N	
	7/01/08	7/01/09	7/01/10	7/01/11	7/01/12
1 <sup>st</sup> year	10.91	10.91	10.91	10.91	10.91
2 <sup>nd</sup> year	11.24	11.24	11.40	11.50	11.50
3 <sup>rd</sup> year	11.58	11.58	11.78	11.88	11.95
4 <sup>th</sup> year	11.93	11.93	12.13	12.28	12.35
Thereafter	12.29	12.69	13.04	13.34	13.74
Robinson	12.63	12.93	13.28	13.58	13.88
Extra Work-	10.00	10.25	10.50	10.65	10.65
SD Field Trips	10.00	10.23	10.30	10.05	10.05
Non SD Charters	Rt. Pay	Rt. Pay	Rt. Pay	Rt. Pay	Rt. Pay
				D. D.	D. D.
Safety Meetings	Rt. Pay	Rt. Pay	Rt. Pay	Rt. Pay	Rt. Pay
m: . m 1					
Time to Take –	D+ Doy	Rt. Pay	Rt. Pay	Rt. Pay	Rt. Pay
D&A Test	Rt. Pay	Ri. Fay	Ki. I ay	Itt. I uj	Ich I uj

#### Notes:

Drivers will move horizontally on July 1<sup>st</sup> of each year of this Agreement and to the next step on the wage scale on the anniversary of their hire dates.

Wage increase retroactive to July 1, 2009. S.D. Field Trip increase retroactive to July 1, 2009. Charter increase effective upon date of ratification.

APPENDIX B
CITY TRANSIT SERVICE OPERATOR WAGES

Current				
7/01/08	7/01/09	7/01/10	7/01/11	7/01/12
16.43	16.76	17.23	17.23	17.23 17.88
17.70	18.00	18.56	18.56	18.56 20.25
	7/01/08 16.43 17.05	7/01/08 7/01/09 16.43 16.76 17.05 17.40 17.70 18.00	7/01/08     7/01/09     7/01/10       16.43     16.76     17.23       17.05     17.40     17.88       17.70     18.00     18.56	7/01/08     7/01/09     7/01/10     7/01/11       16.43     16.76     17.23     17.23       17.05     17.40     17.88     17.88       17.70     18.00     18.56     18.56

## Notes:

Drivers will move horizontally on July 1<sup>st</sup> of each year of this Agreement and to the next step on the wage scale on the anniversary of their hire dates.

Wage increase will be retroactive to July 1, 2009.